

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ifiGOURMET West, LLC		08/17/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IFI Acquisition, LLC		
Street Address:	2911 Gaither Road		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20877		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3076620	GRAND MARQUE	
CORRESPONDENCE DATA			
Fax Number:	2123075598		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125030559		
Email:	trademarkdocketing@venable.com		
Correspondent Name:	Kristen Ruisi		
Address Line 1:	151 West 42nd Street, 49th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Kristen Ruisi		
SIGNATURE:	/KR/		
DATE SIGNED:	08/29/2023		
Total Attachments: 4			
source=FE_ifiGOURMETWest_IFIAcquisition_TMAssignmentAgreement_08172023#page1.tif			
source=FE_ifiGOURMETWest_IFIAcquisition_TMAssignmentAgreement_08172023#page2.tif			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*") is made and entered into as of August 17, 2023 (the "*Effective Date*"), by and between ifiGOURMET West, LLC, with a registered address at 360 Harbor Way, South San Francisco, CA 94080 ("*Assignor*") and IFI Acquisition, LLC, with a registered address at 2911 Gaither Road, Gaithersburg, MD 20877 ("*Assignee*") (collectively the "*Parties*" and individually, a "*Party*").

RECITALS

WHEREAS, Assignor owns all rights, title and interest in the trademarks set forth on Schedule A, including all applications and registrations pertaining thereto (collectively, the "*Trademarks*"), and all common-law rights associated therewith, together with the goodwill arising from the use of the Trademarks by Assignor and/or Assignors' predecessors in interest, related companies, and/or licensees (collectively with the Trademarks, the "*Intellectual Property*");

WHEREAS, Assignor desires to transfer all right, title and interest in and to the Intellectual Property;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Intellectual Property; and

WHEREAS, to the extent any of the Trademarks are currently pending U.S. applications with an intent-to-use filing basis Assignor acknowledges that Assignee is the successor of that portion of Assignor's business to which the trademarks in such applications pertain.

NOW THEREFORE, in consideration of the mutual benefits to be derived from this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the foregoing and as follows:

1. **Assignment.** Assignor hereby forever and irrevocably, without reservation, assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Intellectual Property throughout the world, together with the goodwill represented and symbolized thereby, including the right to sue and recover and have damages and profits for any and all past, present or future infringements, all to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.
2. **Further Assurances and Covenant.** Following the Effective Date, upon Assignee's request, Assignor shall take such steps and actions, and execute and deliver such additional instruments and documents, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence, or perfect the assignment of, or for the procurement, maintenance, enforcement and defense of, the Trademarks to Assignee, or any assignee or successor thereto. Assignor hereby represents, warrants, and covenants

that Assignor has not entered into and will not enter into any agreement inconsistent with this Assignment.

3. **Governing Law.** This Assignment, and any claims, disputes and proceedings arising out of or in connection with this Assignment, shall be governed by, and construed in accordance with the laws of the State of Maryland without regard to conflict of law principles thereof that would result in the application of any law other than the law of the State of Maryland.
4. **Jurisdiction.** Any judicial proceeding brought with respect to this Assignment must be brought in any court of competent jurisdiction in the State of Maryland, and, by execution and delivery of this Assignment, each Party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.
5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
6. **Amendment.** This Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by all Parties.
7. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have caused this Assignment to be signed in their respective names by their duly authorized representatives as of the date first above written.

ASSIGNOR:

ifGOURMET West, LLC

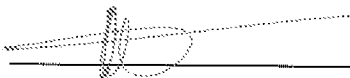
By: 

Name: Rick Brownstein

Title: CEO

ASSIGNEE:

IFI Acquisition, LLC

By: 

Name: Cristina Paolantonio

Title: President

SCHEDULE A

	TRADEMARK	OFFICIAL NUMBER	COUNTRY
1	GRAND MARQUE	3076620	U.S.A.